

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Department of Public Works



REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES

for the

**BRIDGE REPLACEMENT PROJECT ON
HAINES ROAD AT THE WISE CANAL**

RFP No. 10066

Release Date: February 15, 2011

**Submittal Deadline: March 18, 2011
not later than 5:00 PM (Pacific)**

Placer County RFP No. 10066
**PROFESSIONAL ENGINEERING SERVICES FOR THE BRIDGE
REPLACEMENT PROJECT ON
HAINES ROAD AT THE WISE CANAL**

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ATTACHMENTS

- A. Location Map**
- B. Sample Contract**

1.0 INTRODUCTION

Placer County is soliciting sealed proposals from qualified firms to provide professional engineering services for the bridge replacement project on Haines Road at the Wise Canal in western Placer County.

The project requires a full service consultant with the ability to deliver a wide range of services including, but not limited to: project management; preliminary and final engineering, including preparation of plans, specifications and estimate (PS&E); geotechnical services; hydrology and hydraulic services; and right-of-way engineering support.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Bob Bigney, Buyer II
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4255
Email: bbigney@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

A pre-proposal conference will not be held for this project.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Available for Prospective Consultants.....	February 15 , 2011
Deadline for Final Questions.....	March 11, 2011
Proposal Submission Deadline.....	March 18, 2011
Evaluation of Proposals.....	March 21 – April 11, 2011
Review Team Identifies Short List	April 11, 2011
Interviews of Short Listed Firms (If Necessary)	April 21, 2011
Contract Negotiations.....	April 25 – May 18, 2011
Contract approval by Board of Supervisors.....	June 7, 2011
Notice to Proceed.....	June 14, 2011
Project Development (Preliminary Engineering).....	June 2011 – June 2015
Construction Bidding and Award.....	June – September 2015
Construction Phase.....	September 2015 – July 2016
Project Completion.....	August 2016

3.0 PROJECT BACKGROUND

Placer County is seeking consultants with strong general civil engineering design skills, depth of resources, and sensitivity to the local and regulatory issues. Firms should have knowledge of the Placer County Land Development Manual and the Placer County Stormwater Management Manual as well as knowledge of Caltrans design procedures for roadway and bridge design, Caltrans Standard Plans, and Caltrans Standard Specifications.

The project location is identified in the project map included as **Attachment A**.

Haines Road is a local rural road located east of the City of Auburn in the Sierra Nevada foothills. The road accommodates two-lanes and runs north-south from Dry Creek Road to Bell Road. The road crosses the Wise Canal on a narrow bridge approximately one-half mile north of Bell Road. The following describes the relevant bridge data:

Bridge Data: Haines Road Over the Wise Canal (19C-0145)

Year Built:	1930
Feature Crossed:	Wise Canal (PG&E)
Structure Type:	R/C Slab
Length (BB-EB):	34-feet
Width: (Out-Out):	16-feet
Skew:	45-degrees
Sufficiency Rating:	55.1 (Functionally Obsolete)

The County has programmed this bridge to be replaced under the Federal Highway Bridge Program (HBP). The new bridge will cross the canal (controlled and operated by PG&E) with a longer span and be two lanes wide, meeting AASHTO minimum standards, and more closely match the approach roadway width. The County has no plans to widen the approach roadway or realign the bridge. There are no as-built plans available for the existing bridge.

4.0 DBE / UDBE REQUIREMENTS

In April of 2009 Placer County Board of Supervisors approved and adopted the 2009 Disadvantaged Business Enterprise (DBE) Implementation Agreement establishing Placer County's DBE Goal and Methodology providing for a race-conscious and race-neutral goal program. Adoption of the 2009 Implementation Agreement is a requirement for local agencies to obtain federal transportation funding for consultant and construction contracts awarded after June 2, 2009.

The goal of the program is to ensure non-discrimination and create a level playing field in which DBEs can compete fairly for Department of Transportation (DOT) assisted contracts. The new DBE Program includes a Race-Conscious component (RC DBE Program) that will require new race-conscious contract specific goals to be incorporated into all DOT funded consultant and construction contracts. Race-conscious contract goals and Good Faith Efforts will be limited to Underutilized DBEs (UDBE): African American, Native American, Asian Pacific American, and Women.

The new DBE Program requires certain information and forms to be submitted regarding the DBE and UDBE participation and utilization. The submittal of these forms is essential to the overall success of this project and is required by the Federal laws providing funding. It is important these forms and documents are accurately and completely filled out with response to all questions in regards to DBEs and UDBEs; reference to attachments and exhibits should be clearly referred to and displayed. When completing the required information it is helpful to have the forms typed or clearly printed.

The following forms have been included in this bid/proposal specification:

- 10-I – Notice to proposers Disadvantaged Business Enterprise Information
- 10-O(1) – Local Agency Bidder/Proposer UDBE Commitment (Consultant Contracts)
- 15-H – UDBE Information-Good Faith Efforts

Placer County utilizes the California Unified Certification Program, which can be found on the Caltrans Local Assistance Civil Rights Website, as well as the County Business Patterns (CBP) Database through the U.S. Census Bureau to research and collect DBE and UDBE data. The search criteria is limited to UDBEs working in the established "Market Area" as shown below and the work category from the North American Industry Classification System (NAICS) Codes.

The UDBE project goal for this portion of the project is **2.0%**. All cities within the following Counties have been determined as the Market Area:

- El Dorado County
- Nevada County
- Placer County
- Sacramento County
- Sutter County
- Yolo County
- Yuba County

- Carson City County, Nevada
- Douglas County, Nevada
- Washoe County, Nevada

If you have not met the UDBE goal, complete and submit the Good Faith Efforts documentation form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. (See attached ‘Guidance for Bidders Completing the Good Faith Effort Submittal’)

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also be prepared to submit good faith efforts documentation within the specified time to protect your eligibility for award of contract/agreement in the event the Department finds that the UDBE goal has not been met.

If there are any questions or concerns regarding the information requested in these forms please do not hesitate to contact our Department DBE Coordinator or visit our website for additional information and guidance and links to the above mentioned websites.

Marla Holveck, DBE Coordinator
Placer County Dept of Public Works
(530) 745-7563
mholveck@placer.ca.gov

5.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant’s contract.

6.0 SCOPE OF SERVICES

The County will contract with a Consultant to provide all required professional services needed to complete Phase I as illustrated below with an option, at the County’s discretion, to amend the contract for Phase II services. A detailed Scope of Services can be found in **Exhibit A** of the Sample Contract which is provided as **Attachment B**. The following list summarizes the major tasks described in the scope of service:

Project Contract Phase I – Preliminary Engineering

A. Project Management: In general, this task includes work needed to lead, direct, monitor, and communicate with the project team; use of a file transfer protocol (FTP) site is recommended. Work required to coordinate the project with the County and Caltrans will also be included with this task.

B. Survey & Mapping: Placer County will perform this work.

- C. Geotechnical Investigation:** This task includes geotechnical field investigation (drilled borings), laboratory testing, and the preparation of a foundation report with recommendations on the foundation type and construction methods for the bridges.
- D. Hydrologic & Hydraulic Engineering Services:** The Wise Canal is controlled and operated in accordance to PG&E service criteria and Federal energy/dam regulations. The consultant shall assess the impacts of the proposed bridge replacement to the operating hydraulic criteria of the canal and determine the necessary hydrologic and hydraulic analysis required to ensure the selection of bridge type and project impacts.
- E. Preliminary Engineering:** This task includes work required to develop and study roadway and bridge alternatives and develop a preferred project design concept to the 30% or 65% level for environmental approval, permitting and final design.
- F. Environmental Services:** This work will be performed under a separate contract.

Project Contract Phase II – Final Design

At the option of the County and upon completion of Phase I – Preliminary Design, the Consultant may be requested to amend the agreement with the County for Phase II – Final Design.

- G. Final Design & Construction Documents:** This task includes work needed to prepare construction contract documents that will be used by the County. Construction contract documents will consist of plans and specifications depicting the roadway, utility, and bridge features of the project.
- H. Services During Construction:** This task includes work needed to assist the County during the construction phase of the project. Specific tasks include providing clarification and/or changes to the contract documents during bidding and construction.

All design work shall be completed in English units and in accordance with the latest editions from the following design standards and design criteria:

Design Standards

- Caltrans Highway Design Manual
- Placer County Land Development Manual and General Specifications
- California Manual for Uniform Traffic Control Devices
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions
- Placer County Stormwater Management Manual
- AASHTO LRFD Bridge Design Specifications, 4th Edition with California Amendments
- Caltrans Bridge Details Manual, Division of Structures
- Caltrans Bridge Design Aids Manual, Division of Structures
- Caltrans Bridge Memos To Designers, Division of Structures
- Caltrans Bridge Design Practice Manual, Division of Structures
- Caltrans Local Assistance Procedures Manual

- A Policy on Geometric Design of Highways and Streets, AASHTO

Design Criteria

- 35 miles per hour design speed on Haines Road
- Remain within existing County right-of-way, whenever possible (not to restrict or limit functional design criteria or principles)
- Avoid or minimize impacts to sensitive environment areas

7.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

8.0 GENERAL TERMS & CONDITIONS

- 8.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant Services Agreement, a sample of which is included as **Attachment B**.
- 8.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 8.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 8.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 8.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants.

- 8.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment B**. All costs of complying with the insurance requirements shall be included in your pricing.
- 8.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

9.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

9.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

9.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be

attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

- 9.3 **TAB A: Executive Summary** – Provide a brief narrative of your firm’s approach to the project, including an overview to the details identified in the Scope of Services. Include the Firm’s Organization Chart, including its constituent parts, and size variation of staffing levels over the past five years.
- 9.4 **TAB B: Capabilities of Firm / Team** – Provide a maximum of four (4) single-page summaries of the firm’s experience with similar projects. The summaries should include the date(s) and duration of the project, one reference and a brief description of the project. The description shall include, at a minimum, an outline of the complexities of the project and the firm’s approach to completing the project. Related experience to local agency Highway Bridge Program (HBP) projects of similar size and magnitude should be included in this summary. Provide no more than one (1) reference per project including consultant staff that worked on the project, contact name and phone number. Preference is given to project references that have directly worked with proposed staff.
- 9.5 **TAB C: Qualifications and Availability of Proposed Staff** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any subconsultant staff on your project team. Include an organization chart of the staff available for the project and the designated project manager/lead for each applicable category. Résumés should not be more than one (1) page per team member in this section; full résumés may be included in a separate appendix. Also describe current and anticipated workload of each team member who will be assigned to the project; include a discussion of project commitments made to other agencies and a table showing the percentage of time key staff members are available during the course of the project.
- 9.6 **TAB D: Project Understanding & Approach** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project including engineering constraints, milestones, and required approvals relating to the project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline; the schedule should include review / approval times for Placer County, Caltrans and other project stakeholders. Identify the staff who would be assigned to each task, including subconsultants.

- 9.7 **TAB E: UDBE Requirements** – The UDBE goal for this project is 2.0 percent. The following forms must be completed:
- If the goal is met, submit form 10-O(1). The County may choose to independently verify the commitment made in the 10-O(1). If the County finds that the goal is not met, Consultant shall be prepared to submit GFE Form 15H.
 - If the goal is not met, submit 10-O(1) and 15H.
- 9.8 **TAB F: Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by Placer County staff (**Section 7.0**)
 - Non-conflict of interest (**Section 8.4**)
 - Non-collusion (**Section 8.5**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 8.6 and Attachment B**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- 9.9 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFQ, including the Sample Contract (**Attachment B**). This section shall be clearly marked “Proposed Exceptions” in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 9.10 **Cost Proposal** – In a separate sealed envelope, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County. The cost proposal must be in a cost-plus-fixed fee format in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual; indicate whether or not your firm’s overhead rate has been audited by Caltrans Division of Audits and Investigations or other equivalent method.

10.0 SUBMITTAL INSTRUCTIONS

- 10.1 **One (1) original and four (4) copies** of your proposal shall be submitted not later than the date and time indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 10.2 Include in your submittal package one additional copy of your proposal, either in pdf format on a CD or on paper without tabs or staples, suitable for reproduction, so that the County may retain an electronic record of your proposal.

10.3 Proposals must be submitted ONLY to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

10.4 Faxed and/or emailed proposals shall not be accepted.

10.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.

10.6 Late submittals shall not be accepted or considered.

10.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

10.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

10.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

10.10 All costs associated with proposal preparation shall be borne by the offeror.

10.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

11.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
1. Overall Approach to Project (per response to Tab A)	5
2. Capabilities of Firm / Team (per response to Tab B; reference checks will be excluded from points assigned for this criteria. See explanation below)	25
3. Qualifications and Availability of Proposed Staff (per response to Tab C)	35
4. Project Understanding and Approach (per response to Tab D)	35
Total Possible Points:	100

Reference checks will only be performed at the sole option of the selection committee for the top teams selected for interviews. If reference checks are performed, the evaluation results of reference checks will be included in the interview evaluation process. Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFQ.

12.0 SELECTION PROCEDURE

- 12.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 12.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 12.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 12.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

LOCATION MAP

BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL



PSA NO. _____

ADMINISTERING AGENCY: DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (PSA) FOR ENGINEERING AND RELATED SERVICES FOR THE BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL.

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 2011, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and CONSULTANT NAME, located in CONSULTANT CITY, STATE, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY requires qualified professional engineering services for the design, preparation of construction contract plans and specifications, and other related project delivery services for the BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to design, prepare construction contract plans and specifications, and perform other related engineering services for the BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL as described in Exhibit "A" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.
2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this agreement shall consist of the tasks as described in "Scope of Services" noted above.

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior engineer, currently registered as a professional civil engineer in the State of California. CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this PSA as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following item to CONSULTANT.

a. Copies of project data developed to the date of this agreement

4. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.

5. TIME OF COMPLETION. CONSULTANT agrees to complete all tasks listed in the Scope of Services within four (4) years from the Notice to Proceed, no later than July 31, 2015. Upon Notice to Proceed, CONSULTANT shall prepare and follow a schedule, acceptable to the COUNTY, which will result in meeting the completion date with the exception of delays beyond the control of the CONSULTANT. CONSULTANT shall notify the COUNTY when this schedule is not met and state what actions are being taken to rectify this delay.

6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A", "C", and "D" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C" up to a total maximum sum of _____ DOLLARS (\$) to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

All sub contracts in excess of \$25,000 shall contain the above provisions.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit "C" entitled "Payment Schedule", attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. This contract shall be based upon actual costs plus a fixed fee. All payment requests will be subject to those items identified in Exhibit "C". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this PSA.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Consultant to County.

All sub contracts in excess of \$25,000 shall contain the above provisions.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY, California Department of Transportation (Caltrans), the California State Bureau of Audit, and the Federal Highway Administration shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

All sub contracts in excess of \$25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential be the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract of the COUNTY'S actions on the same, except to the COUNTY'S staff, COUNTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provision of this Article.

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
11. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.
12. NONDISCRIMINATION. During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

The COUNTY has established a UDBE Contract goal of 2.0%, expressed as a percentage of the dollar value of the agreement, for UDBE's participating in this agreement. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

DBE participation shall be in accordance with Part 26, Title 49 Code of Federal Regulations, which is incorporated by reference.

The CONSULTANT shall maintain records of all subcontracts entered into with UDBE/DBE subcontractors and records of materials purchased from UDBE/DBE suppliers. Such records shall show the name and business address of each UDBE/DBE subcontractor or vendor and the total dollar amount actually paid to each UDBE/DBE subcontractor or vendor. Upon completion of the agreement, a summary of these records shall be prepared and certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY.

13. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

14. **NON-ASSIGNABILITY.** This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
15. **INSURANCE.** The CONSULTANT shall file with COUNTY concurrently herewith, a Certificate of Insurance, indicating companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

CONSULTANT shall require all SUBCONSULTANT(S) to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

General Liability Insurance:

CONSULTANT shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ◆ ONE MILLION DOLLARS (\$1,000,000) for Products-Completed Operations
 - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ◆ ONE MILLION DOLLARS (\$1,000,000) aggregate for Products Completed Operations
- ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the PSA in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverages:

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- C. "This policy shall not be canceled without first giving thirty (30) days prior written notice and (ten) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Automobile Liability Insurance

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Professional Liability Insurance (Errors & Omissions):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

CONSULTANT'S Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws,

statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

17. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.
19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
20. CANCELLATION. This agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
23. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
24. EQUIPMENT. Prior authorization in writing by the COUNTY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANTS service. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS Cost proposal and exceeding \$500, with prior authorization by the COUNTY, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the COUNTY on request by the COUNTY.

At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale, in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market

value shall be determine at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the COUNTY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

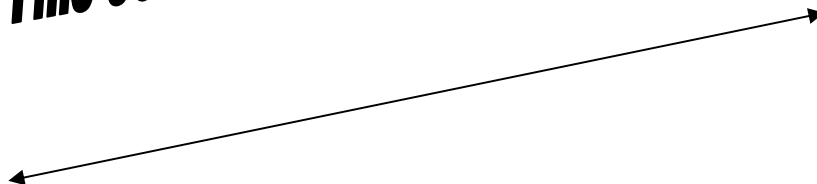
Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

25. **NOTICES.** All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY: Attn: COUNTY PROJECT MANAGER
Placer County Department of Public Works
3091 County Center Drive, Suite 220
Auburn, California 95603
Fax: (530) 745-3540

CONSULTANT: Attn: CONSULTANT PROJECT MANAGER
CONSULTANT NAME
CONSULTANT ADDRESS
Fax: (xxx) xxx-xxxx

This section left intentionally blank



IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By: _____
Ken Grehm, Director of Public Works

Date: _____

"COUNTY"
STATE OF CALIFORNIA
COUNTY OF PLACER

By: _____
Chairman
Board of Supervisors

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

Award of PSA No. _____
Authorized by the Board of Supervisors
on: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

"CONSULTANT"

(Type full legal name of consultant, entity type,
state of organization here)
Example: XYZ Corp., Inc.
A California Corporation

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

EXHIBITS:

- A - Scope of Services
- B - Location Map
- C - Payment Schedule
- D - Consultant Hourly Rates

"If Contractor is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Contractor is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBIT "A"**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS****BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL****SCOPE OF SERVICES****I. PROJECT BACKGROUND**

Haines Road is a local rural road located east of the City of Auburn in the Sierra Nevada foothills. The road accommodates two lanes and runs north-south from Dry Creek Road to Bell Road. The road crosses the Wise Canal (a PG&E facility) on a narrow bridge approximately one-half mile north of Bell road. The existing Haines Road Bridge over Wise Canal (19C-0145) is functionally obsolete and is to be replaced under the Federal Highway Bridge Program (HBP). The existing structure is a single span concrete slab bridges and has a sufficiency rating (SR) of 55.

II. PROJECT DESCRIPTION

The COUNTY is contracting with the CONSULTANT to perform engineering design, prepare construction contract plans and specifications, and perform other related engineering services for the replacement of the Haines Road Bridge over Wise Canal.

III. ITEMS OF WORK

The COUNTY contracts with the CONSULTANT to provide all required engineering services necessary to prepare final design documents of the Haines Road Bridge Replacement over Wise Canal. The intent of the agreement is to have the CONSULTANT develop construction plans, specifications, engineer's cost estimate, design report, and other applicable documents acceptable to the COUNTY, regional regulatory agencies, and other involved agencies to allow the COUNTY to immediately proceed to advertise for bids for construction. The work product shall meet the minimum requirements identified in herein.

The CONSULTANT shall prepare the construction plans, specifications, and engineer's cost estimate in English units. The CONSULTANT shall prepare all other submittals to the COUNTY, regional regulatory agencies, and other involved agencies in English units.

Project design and related engineering services shall include the following tasks:

Task 1 - Phase 1 Preliminary Engineering**Task 1.1 - Project Management**

CONSULTANT will manage the project by tracking the schedule, budget and value of the products produced. CONSULTANT will create and maintain an "issues log" for the project, which will document each issue encountered, the responsible decision-maker for that issue, and the date the decision was made. This "issues log" will be transmitted to the County on a regular basis.

Task 1.1.1 - Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Prepare and monitor a Work Plan and QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (ten meetings at the County and ten conference calls)
- Prepare and coordinate a critical path method schedule
- Prepare quarterly progress reports
- Prepare Monthly Invoices
- Prepare Caltrans Programming Paperwork and Local Assistance Manual Forms
- Miscellaneous coordination and support
 - Assist the COUNTY with meetings and coordination efforts with property owners
 - Assist the COUNTY with the preparation of Board of Supervisors' memoranda / correspondence

A project information binder will also be prepared and provided to the COUNTY's project manager and all CONSULTANT sub consultants. The binder will include project relevant information including the project organization chart and contact list, the project work plan (scope of services, schedule and budget), invoicing procedures (for the sub consultants), filing system information, CADD standards to be utilized for the project, and a section for future meeting minutes and agendas, as well as a decision log.

In addition to the above tasks, CONSULTANT will set up a secure project information exchange portal on the CONSULTANT website to facilitate information exchange, such as the survey information, etc. Updated, (password protected), project information will be posted as needed to allow the County access to up-to-date information

The CONSULTANT will prepare the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the proposed project for the County to submit to Caltrans District 3 Local Assistance. The documents will include:

- HBP Scope/Cost/Schedule Change Requests (If needed)
- Finance Letters

CONSULTANT will prepare, negotiate, and monitor a work plan which includes the scope of work, fee, the terms of the professional services agreement and other contractual requirements.

As part of general project management responsibilities, the CONSULTANT will prepare monthly status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule,

and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control / Quality Assurance:

The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements. Senior level roadway and bridge PS&E review will be incorporated with Task 1 - Phase 1 Preliminary Engineering and Task 2 - Phase 2 Final Design.

Task 1.1.2 - Kickoff Meeting and Field Inspection

CONSULTANT will coordinate a kick-off meeting with the COUNTY, Caltrans, the consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule, and major project issues that have already been identified by project stakeholders will be shared at this meeting.

CONSULTANT will conduct a visual on-site field investigation to identify existing conditions and confirm preliminary design assumptions and parameters. CONSULTANT will confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work.

Task 1.1.3 - Public Outreach

The CONSULTANT team will provide technical support throughout the public outreach process on an as-needed basis. This support may consist of providing visual display boards and attending public meetings, as requested by the County. It is anticipated that meetings will include: three (3) meetings with North Auburn MAC and property owners.

Deliverables (Tasks 1.1.1 -- 1.1.3):

1. Project work plan.
2. QA/QC plan.
3. Construction CPM schedule.
4. Monthly progress reports and schedules with Issues Log.
5. Meeting notes prepared by CONSULTANT and distribution to all attendees.
6. LAPM / HBP documents required
7. Setup and manage web based project information exchange portal.
8. Project information binders.

Task 1.2 - Geotechnical Engineering Services

The CONSULTANT will perform geotechnical engineering and geotechnical field investigations.

Task 1.2.1 - Preliminary Foundation Report

To support the preliminary design phase of the project, CONSULTANT will prepare a PFR in general accordance with Caltrans guidelines (Guidelines for Foundation Investigations and Reports, Version 1.2, June 2002). The purpose of the PFR will be to document existing conditions, make preliminary foundation recommendations, and fine-tune the scope of additional design-level geotechnical investigations. Preparation of the PFR will be based on literature review, aerial photograph interpretation, review of as-built data, review of existing geotechnical documents, and site reconnaissance. The PFR will include the following:

- Summary of site geology and anticipated subsurface conditions
- Project location description
- Summary of as-built data
- Preliminary Scour Evaluation based on Hydrology/Hydraulic and geotechnical information available
- Seismic study
- Initial liquefaction potential assessment
- Initial corrosion evaluation
- Preliminary foundation recommendations
- Recommended additional field work and laboratory testing

Task 1.2.2 – Geotechnical Investigation and Foundation Report (FR)

CONSULTANT will perform a design-level geotechnical investigation and prepare a FR in accordance with Caltrans guidelines (Guidelines for Foundation Investigations and Reports, Version 1.2, June 2002). CONSULTANT will perform the following scope of services:

Pre-field Activities

- Review the PFR.
- Review design plans to determine exploratory boring locations.
- Perform a site reconnaissance to review project limits, determine drill rig access and mark out exploratory boring locations for subsequent utility clearance.
- Submit requisite fees, prepare applications, and obtain permits from the following agencies, as necessary:
 1. Boring Permit – Placer County Environmental Health Department.
 2. Encroachment Permit – Placer County, Caltrans.
 3. Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48-hours (as required by law) prior to performing exploratory excavations at the site.

It is assumed that all permit fees for the County will either be waived or paid by the County.

- Retain the services of a California C57-licensed drilling subcontractor to perform exploratory borings, likely utilizing a coring rig.
- Retain the service of a geophysicist for conducting a seismic refraction survey subsurface site characterization (if needed).

Field Exploration Program

- Provide traffic control measures utilizing a detour and signage
- Advance six exploratory borings (assuming 40' depth each), two at each anticipated abutment location and two at the anticipated pier location. Use HQ coring methods to core a minimum of 20 feet into bedrock (to confirm rock conditions) in each hole. These explorations will provide an evaluation of subsurface soils/rock conditions for the proposed structure. Perform Standard Penetration Test (SPT) sampling at shallow selected depths until bedrock is reached. One to two bulk samples will be collected from the roadway subgrade to evaluate the R-value for pavement design.
 1. Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings.
 2. Log borings in accordance with Caltrans guidelines.
 3. Upon completion, backfill borings in accordance with County permit requirements. Excess drill cuttings will be spread onsite or off-hauled as required.

Laboratory Testing Program

To evaluate the index and engineering properties of the prevailing subsurface conditions, we anticipate performing the following laboratory tests:

- In-situ Moisture/Density, American Society for Testing and Materials (ASTM) D2937 Test Procedure
- Grain Size Distribution, ASTM D1140 and D422
- Atterberg Limits, ASTM D4318
- Unconfined compressive Strength of soil samples, ASTM 2166
- Expansion Index, ASTM D4829
- Maximum Dry Density/Optimum Moisture Content, ASTM D1557
- Soil Corrosion Parameters (pH, Resistivity, Sulfate, Chloride), Caltrans Test Methods (CAL) 417, 422 and 643
- Resistance Value (R-Value), CAL 301

Engineering Analysis and Report Preparation

CONSULTANT will analyze field and laboratory data and prepare a FR in accordance with Caltrans guidelines. The FR will include (but not be limited to) the following:

- Summary of scope of work
- Project description
- Field exploration program summary
- Laboratory testing program
- Site geology and subsurface conditions
- Geologic profiles and engineering parameters
- Scour Evaluation will incorporate the hydraulic findings outlined in the structure Hydrology/Hydraulics Report with geologic and geotechnical information and provide recommendations regarding the depth of potentially scourable material.
- Seismic study (in accordance with Caltrans Seismic Design Criteria, Version 1.3)
- Liquefaction evaluation
- Corrosion evaluation
- Foundation recommendations
- Slope stability analysis for abutments
- Construction considerations
- Log of Test Boring (LOTB) sheets

Deliverables (Tasks 1.2.1 -- 1.2.2):

1. Preliminary Foundation Report (PFR), 2 copies.
2. Draft and Final Foundation Reports (FR), 2 copies.
3. Log Test Borings (LOTB).

Task 1.3 – Hydrologic and Hydraulic Engineering Services

The hydraulics scope is based on the following assumptions:

- The hydraulic engineering services are to determine the impacts that the bridge replacement project will have on the PG&E canal and to ensure that the bridge is properly designed for the hydraulic conditions.
- PG&E will provide flow data necessary to perform the hydraulic analyses.

CONSULTANT will review available data provided by the County and PG&E. CONSULTANT will research hydrologic data from the Placer County Flood Control District, USGS, and other relevant sources.

Field Reconnaissance:

CONSULTANT will conduct a field reconnaissance to assess existing conditions in vicinity of the project site. Potential hydraulic-related design problems will be identified for use by other Project Team disciplines.

Hydrologic Analysis:

CONSULTANT will utilize flow data provided by PG&E. The PG&E flow data may or may not include stormwater flows (or seepage loss) as part of its managed flow components and the CONSULTANT should be capable of determining any or all additional flows.

Hydraulic Analysis:

CONSULTANT will perform the hydraulic analysis to determine the 50-year and 100-year flow characteristics based on PG&E flow data, including water surface elevations (depths) and velocities. CONSULTANT will analyze the hydraulics for both existing and proposed conditions. Work will be coordinated with the Project Team surveyors regarding the surveyed cross-sections.

Location Hydraulic Study:

CONSULTANT will perform a flood plain risk assessment to determine the flood plain impacts from the proposed project. CONSULTANT will prepare a Bridge Location Hydraulic Study Report to support the Project Team's preparation of the Environmental Document for the project.

Scour Analysis:

CONSULTANT will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals. HEC-RAS Steady State Scour Analysis may be performed. Work will be coordinated with Project Team geotechnical and bridge engineers to evaluate the need for scour countermeasures.

Design Hydraulic Study Report:

CONSULTANT will prepare a Bridge Design Hydraulic Study Report for the project to summarize the recommendations and results from the hydraulic and scour analyses based on the proposed bridge designs.

Deliverables:

- Draft Hydraulic Study (LHS), 2 copies
- Final Location Hydraulic Study (LHS), 2 copies
- Draft Design Hydraulic Study Report (DHS), 2 copies
- Final Design Hydraulic Study Report (DHS), 2 copies

Task 1.4 - Phase 1 Engineering

This task includes further development of the design concept for the preferred alternative for environmental approval, permitting and final design. The task includes; preparation of the Geometric Approval Drawings (GAD'S), develop bridge alternative to 30 percent design level, develop roadway approaches to 30 percent design, prepare draft and final project memorandum, and environmental clearance support.

Included in this task is the review of the COUNTY's survey base mapping and verification of completeness for design purposes. Any additional survey needed for preparing the base map for design, will be coordinated with the COUNTY. Any delays in obtaining additional surveys could result in schedule impacts. Additional surveys will also include surveying potholes once completed.

Task 1.4.1 - Prepare Geometric approval Drawings

CONSULTANT will review and develop the two most feasible alternatives discussed between CONSULTANT and COUNTY. CONSULTANT will include exhibits based on the chosen alternatives:

The GAD's will include the following:

- A GAD Checklist and Design Criteria
- Layouts
- Profiles and Super Elevations
- Typical Cross Sections
- Bridge Advance Planning Study
- Traffic Control / Stage Construction
- Right-of-way requirements
- Preliminary Estimates

Task 1.4.2 - Develop Selected Bridge Alternative to 30 Percent Design

CONSULTANT will review and further investigate two bridge alternative based discussions with the COUNTY (cast-in-place concrete and prefabricated bridge options will be investigated / considered). Prepare engineer's estimate of probable cost on a cost per square foot basis for each bridge option. Cost will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design aids and will include approximately 25% contingency. Once the most feasible structure type has been indentified, CONSULTANT will proceed with engineering design to a 30 percent design level. Design includes but is not limited to geometric cross-section(s), design criteria, engineer's estimate, stage construction plan and potential safety issues. CONSULTANT will prepare draft and final 30 percent design plans for the preferred alternative. Preliminary bridge design will include but is not limited to:

- General Plan
- Typical Sections (on preferred roadway alignment)
- Construction Cost Estimate

Task 1.4.3 - Develop Roadway to 30 Percent Design

CONSULTANT will proceed with taking the chosen alternative roadway design to a 30 percent design level. Preliminary roadway design will include but is not limited to:

- Typical Sections
- Horizontal Control
- Key Map and Line Index
- Layouts (including pedestrian and bicycle access)
- Profiles and Super Elevations Approximate Construction Limits
- Drainage Plans and Profiles
- Utility Plans
- Detour Plan
- Stage Construction and Traffic Handling Plan
- Identifying right-of-way limits and needs
- Providing files for right of way plat development
- Approximate Quantities
- Preliminary Construction Traffic Control, Staging, and Access
- Utility Conflicts
- Anticipated Design Exceptions (Assume two Design Exceptions)
- Preliminary Specifications Items List
- Construction Cost Estimate

Task 1.4.4 - Prepare Draft and Final Project Memorandum**Prepare a short technical memorandum that includes:**

- Summary of the components of the proposed project including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions.
- Discussion of the pros & cons of each alternative and a recommendation for Final Design
- Preliminary Quantities and Estimated Construction Cost in GP Estimate and Caltrans BEES Format.
- List of design decisions needed by the COUNTY.
- List of issues that will be resolved during final design.

Deliverables (Tasks 1.4.1 -- 1.4.4):

1. Geometric Approval Drawings (GAD's): Layout Plan Sheets; Typical Cross Section Plan Sheets; and Bridge Advanced Planning Study.
2. 30 Percent Bridge Design Plans and Estimates: General Plan of the Preferred Alternative.
3. 30 Percent Roadway Design Plans and Estimates for Preferred Alternative: Layout Plan Sheets; and Typical Cross Section Plan Sheets.
4. Draft and Final Project Memorandum.

Task 2.0 - Phase 2 Final Design *(Actual scope and fee shall be negotiated after the completion of the Task 1 - Phase 1 Preliminary Engineering and shall be processed in a formal contract amendment between the CONSULTANT and the COUNTY. This outline of a potential scope of work is not included in the original contract and is provided for future information purposes only.)*

Upon receiving written approval for Phase 2 of the contract negotiations as well as notice of completion of the CEQA and NEPA processes, Task 2 and Task 3 – Final Design and Construction Documents will commence.

Task 2.1 - Draft PS&E

Upon approval of the design memorandum, the CONSULTANT will prepare and submit the draft plans, specifications, and estimate to the COUNTY.

Task 2.1.1 - Bridge Design

CONSULTANT will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent a complete, unchecked set of bridge construction documents to be submitted to the COUNTY. CONSULTANT will provide a written response to comments from the County.

The bridge design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria, Version 1.4

Task 2.1.2 - Roadway Design

CONSULTANT will prepare the roadway civil design based on the approved preliminary engineering design concepts in general accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. The Placer County Land Development Manual and the Placer County Storm Water Management Manual will also be utilized. Final grading and

drainage details will be developed as well as new/existing roadway conformance details, as required.

Engineer's Estimates of Probable Construction Cost:

CONSULTANT will provide cost estimates at the draft PS&E design submittal; will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

The Title Sheet will include the appropriate COUNTY and federal funding project identification, as well as a sheet schedule, a vicinity map, the project legend, general notes, and the project control points.

The roadway Typical Section Sheet will include the roadway structural section as designed, based on a County supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value.

Plan and Profile sheets will be produced. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points (provided by COUNTY) will be shown to sufficiently describe both the horizontal and vertical alignments.

The approach roadway Construction Details will be prepared at appropriate scales. Utility locations, grading limits and geometric details will be shown. Specific improvement details may also be shown on the Construction Details.

Traffic handling details will be shown on relevant sheets. The plan will show detour route signage to be used during construction. Advisory and construction area signs (CAS) will be shown on a Construction Area Signs Sheet.

A signing, striping, and pavement marking plan will be developed utilizing COUNTY standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Existing as well as new sign locations will be shown. Standard signs will be designated by appropriate Caltrans standard sign numbers. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K) will be shown, as necessary, on this plan. CONSULTANT staff will work closely with the County Traffic Engineer to incorporate applicable requirements into the bridge plans.

CONSULTANT will prepare a conceptual Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Regional Water Control Board General Permit and Caltrans SWPPP Handbook. The conceptual SWPPP shall include discussion of erosion and sediment control measures during construction and for post construction conditions. Best management practices for construction activities will also be addressed.

Task 2.1.3 - Utility Design

CONSULTANT will provide plans for utility design and relocations, including:

- Waterline relocation

- Telecommunication, fiber optics, and cable coordination for agency relocation design
- Sewer manhole impacts

A utility certification will be prepared and procedures followed that are consistent with Caltrans Policy on High and Low Risk Underground Facilities. The CONSULTANT will coordinate (as necessary) with the COUNTY in accordance with Caltrans Local Assistance Procedures Manual.

Task 2.1.4 - Contract Specifications / Special Provisions

CONSULTANT will prepare the contract Special Provisions for the project based in General on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards. CONSULTANT will prepare required technical Special Provisions for Sections 8, 9 and 10, and will compile with County supplied boilerplate specifications, including Section 4, order of work, time of completion, etc. The basis of the specifications shall be the latest Caltrans Standard Specifications. It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications. CONSULTANT will assemble the final project specifications ready for printing the contract documents.

Task 2.1.5 - Utility Coordination / Support

The COUNTY will coordinate the relocation of utilities affected by the bridge replacement in accordance with Caltrans Local Assistance Procedural Manual. CONSULTANT will assist the COUNTY with this effort by providing technical information about design and attending meetings as requested by the COUNTY.

Task 2.2 - Final PS&E

Task 2.2.1 - Bridge Independent Check

The Draft PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed by the COUNTY. An independent engineer, who was not involved in the design, will re-analyze the bridge and retaining walls, verify member capacities and review the special provisions for the bridge. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers. CONSULTANT will provide a written response to comments from the County.

Task 2.2.2 - Update Bridge and Roadway PS&E

CONSULTANT will update the PS&E based on the agreement and resolution of the bridge independent check for final submittal to the COUNTY. This submittal

will represent the final contract documents that will be issued for bid and construction.

Task 2.2.3 – Engineers Estimates

CONSULTANT will provide cost estimates at the final PS&E design submittal. CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the COUNTY's cost data.

Task 2.2.4 – Permit Engineering Evaluation Report (PEER)

CONSULTANT will prepare a PEER to document the engineering analysis of proposed work. The analysis will include a review of the proposed improvements to determine drainage, maintenance, operation, and environmental impacts on the state highway system. Proposed improvements will conform to Caltrans' current design standards and practices or be justified by an approved design exception.

Task 2.2.5 – Right of Way Engineering and Acquisition

The COUNTY will prepare the plats and legals, as well as appraisal and acquisition service. CONSULTANT will provide a plan showing the areas to be acquired. CONSULTANT will also assist the COUNTY in preparing the Right of Way Data sheets, Right of Way authorization Request, and Right of Way Certification.

Deliverables (Tasks 2.1 -- 2.2):

1. Five sets 90 percent Draft PS&E, 11x17 plans
2. PS&E in electronic format.
3. Two hard copies Special Provisions.
4. Draft PS&E
5. Final PS&E
6. One set of 24 x 36 reproducible Mylar Final Design Plans signed by registered engineer.
7. One set unbound hard copy of the Final Project Special Provisions signed by the registered engineer.
8. Electronic Microsoft Excel file of Construction Cost Estimate.
9. AutoCAD Project Plans on CD (Current COUNTY AutoCAD Version).
10. Electronic Microsoft Word file of specifications.
11. Hard copy of Construction Cost Estimate.
12. Encroachment Permit Application Package.
13. PEER.

Task 3.0 - Services During Construction

The CONSULTANT will need to be involved during the bid phase and construction of the project to provide the services described below:

- Clarification and information about the PS&E package and geotechnical report during advertising and construction
- Assistance in the preparation of any required addenda to the plans and specifications during the advertisement period
- Review and response to RFI and submittals related to design
- Review and comment on contract change orders.
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents:
- Bridge and Roadway Project Engineer (three to four site visits)
- Geotechnical Engineer (five to six site visits)

The COUNTY will provide Advertisement and Bid Administration.

CONSULTANT shall provide one set of reproducible record drawings (Mylar), which clearly identify those changes made during construction (Record Drawings). Record redline drawings kept by the COUNTY will be provided to the CONSULTANT for drafting after completion of construction.

The COUNTY will provide:

- Construction Staking
- Construction Inspection
- Construction Management (Resident Engineer)
- Advertisement and Bid Administration

Task 3.1.0 – Resident Engineer's Pending File

CONSULTANT shall provide to the COUNTY a complete Resident Engineer's (RE) Pending File that includes pertinent letters, memoranda, information, and comments required to administer the construction contract. The RE Pending File shall include but is not limited to the following:

- Table of Contents
- Quantity Calculations summary sheets for Bar Reinforcing, Concrete, Piles Miscellaneous Metal, Structure Excavation and Structure Backfill. Summary sheets are prepared in accordance with Bridge Design Aids.
- Falsework clearance and calculations or any Special falsework or shoring concepts and requirements
- Joint Movement Rating Calculations for bridge expansion joints (using Caltrans Form DSD-D00129) in accordance with Bridge Memo To Designers
- Final Foundation Report (1 copy)

- Geotechnical Report (1 copy)
- Final Hydrology/Hydraulics Report (1 copy)
- Drainage Report (1 copy)
- Right-of-Way clearance letters, agreements, contracts and obligations (1 copy)
- Project Report, Preliminary reports, and Materials Report (1 copy)
- Environmental documents, including any permits agreements and commitments (1 copy). Include a separate summary of all environmental commitments, as well as any special instructions or explanations for meeting permit and other legal requirements and commitments.
- PE (designer) notes, exceptions to mandatory and advisory design standards.
- Special instructions or information from the Designer to the RE that should include at a minimum 1) the intent of the designer where misinterpretation of contract documents is possible 2) alerts to particular details or sequences, and 3) a description of construction methods anticipated for unique or unusual designs.
- Contract Documents, project cost estimates, preliminary progress schedule, structures working day schedule
- Cross Sections, 4-Scales – Deck Contour Plots prepared in accordance with Bridge Memo to Designers (1 reproducible and 2 bond copies)

Deliverables (Tasks 3.0 – 3.1.0):

1. Resident Engineer's Pending File (1 copy)
2. RFI Responses
3. Checked submittals and shop drawings
4. Contract change order plans
5. One (1) set full size Mylar record drawings

IV. CONSULTANT STAFFING

The CONSULTANT is proposing to use XXX as the project manager for this agreement. In the event there is a need by the consultant to substitute key personnel by the consultant for project management or primary design engineering responsibility, the consultant shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement of the key personnel.

V. OTHER

It shall be the responsibility of the consultant to resolve any errors in the design, which are identified during construction at no additional cost to the COUNTY and in a timely manner such that construction delays are avoided or minimized to the maximum extent possible. The consultant shall notify the COUNTY of any errors that are a result of incorrect field data provided by the COUNTY.

EXHIBIT "B"

PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

BRIDGE REPLACEMENT ON HAINES ROAD AT THE WISE CANAL

LOCATION MAP

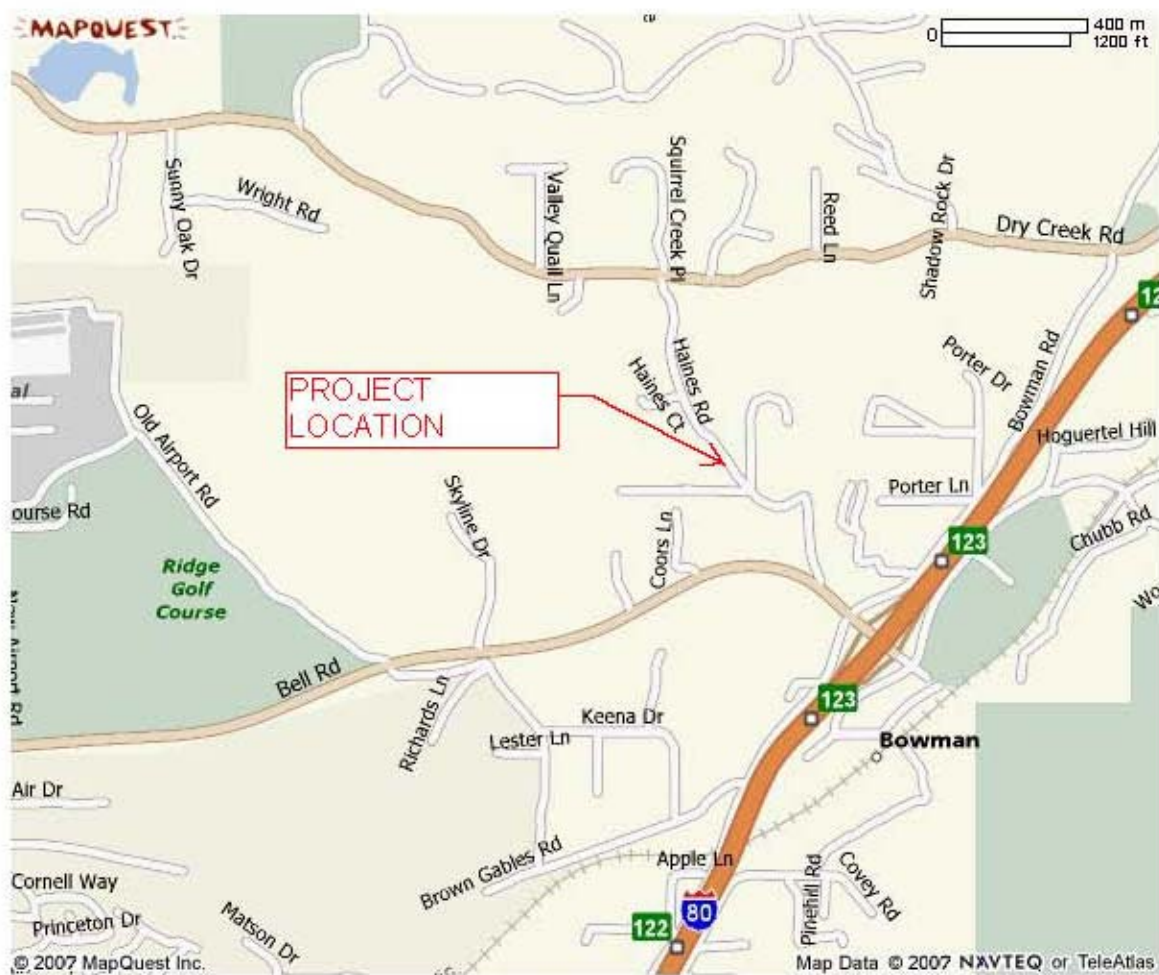


EXHIBIT "C"**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS****BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL****PAYMENT SCHEDULE**

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. All payment requests shall be subject to the following budget:

Task No.	Description	Amount (not to exceed)
1	Phase 1 Preliminary Engineering	\$ XXX
2	Phase 2 Final Design (To be negotiated and addressed in a formal contract amendment.)	--
3	Phase 3 Services During Construction (To be negotiated and addressed in a formal contract amendment.)	--
Total		\$ XXX

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described within Exhibit A – Scope of Services. The County shall release for payment the ten percent (10%) withheld, upon satisfactory completing all tasks, including those deliverable items identified under Exhibit A, Scope of Services, attached to this agreement.

The COUNTY shall reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, overhead and other direct costs and subconsultant costs) incurred by the CONSULTANT in an amount not to exceed a total maximum sum of _____ DOLLARS (\$_____) exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates, employee benefits and overhead costs and other costs set forth in the CONSULTANT'S proposal which is included in Exhibit D.

In addition to the costs referred to in the previous paragraph, the COUNTY shall pay the CONSULTANT a fee of _____ DOLLARS (\$_____). Said fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.

The CONSULTANT shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private vehicles at the current State Department of Personnel Administration (SDPA) rate, while traveling for purposes required for the project other than commuting between the project site and the CONSULTANT'S headquarters. Commuting travel time and mileage to and from the project site is not reimbursable. In addition, CONSULTANT'S personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rate for state employees under SDPA rules. Travel and per diem costs are included in the contract amount not to exceed.

Total expenditures made under this agreement, including the fixed fee shall not exceed the sum of _____ DOLLARS (\$_____) without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
 1. the amount of securities to be deposited,
 2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
 4. decrease in the value of the securities on deposit,
 5. the termination of the escrow upon completion of the agreement.

EXHIBIT "D"**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS****BRIDGE REPLACEMENT PROJECT ON HAINES ROAD AT THE WISE CANAL****CONSULTANT STAFF AND STANDARD CHARGE RATES****PRIME CONSULTANT**

<i>TITLE</i>	<i>NAME</i>	<i>BILLING RATE RANGE</i>
Principal Engineer	<Name>	\$____ - \$____
Project Manager	<Name>	\$____ - \$____
Project Engineer	<Name>	\$____ - \$____
Senior Civil Engineer	<Name>	\$____ - \$____
Associate Civil Engineer	<Name>	\$____ - \$____
Assistant Civil Engineer	<Name>	\$____ - \$____
Senior CAD Technician	<Name>	\$____ - \$____
Administrative Assistant	<Name>	\$____ - \$____

DIRECT EXPENSE**UNIT COST**

Reproduction - External	Actual Cost
Mileage - Personal Vehicle	Current GSA Rate
Other Direct Costs or Expenses	Actual Cost

Billing rates shown on invoices will be based on hourly billing rates determined by actual labor rates (at the time the work is performed) plus overhead plus fee. Overhead rates have been determined in accordance with Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY. The overhead and fee percentages are fixed for the contract duration at: Overhead=1.595; Fee=10%.

SUBCONSULTANT #1

<< SIMILAR RATE & EXPENSE TABLE AS SHOWN ABOVE >>

